

CHAPTER XXVII

RESTRICTIVE COVENANTS

A FEW words about restrictive covenants—of a more or less practical nature—may be desirable in a contemplation of conveyancing.

For generations past, persons developing estates and selling land in plots have imposed stipulations as to the use of the land, binding the purchasers and their successors. These restrictions were for the benefit of other landowners on the same estate. Some of these related to how the land was to be developed, i.e. that houses of a not less value than, say, £400 were to be erected—that only private houses were to be erected, and so on. Some stipulated that fences were to be erected and maintained.

Others were as to what was to happen before buildings were erected, i.e. no huts, sheds, or caravans were to be placed on the land, no gravel was to be dug except for building the houses to be thereafter erected on the land. Some stipulated as to the building line—no house to be erected more than 30 ft. from the front boundary. Others insisted that no house should be erected within 5 ft. of the boundary fence. And there were some of even more meddlesome character.

These stipulations, however old, are still nomi-

nally in force, but few solicitors concern themselves to see whether a house built in 1850 was of the net value imposed by some deed of 1838.

With the post-war development of suburban estates, a fresh outpouring of these stipulations has taken place, and purchasers are bound to have